

Appendix E

Settling Defendants

3M Company
American Inks and Coatings Corp.
American Standard Inc.
Ashland Inc.
Atlantic Richfield Company (on behalf of The Sartomer Company Inc.)
Avery Dennison Corporation
The Boeing Company
BP Lubricants USA Inc. (as successor in interest to Castrol Heavy Duty Lubricants Inc. and Dryden Oil Co. of Pennsylvania)
Brenntag Northeast Inc. (f/k/a Textile Chemical Co.)
BTA North East Inc. (Isocyanate Products Inc./IPI)
Chevron Environmental Management Company (for itself and on behalf of Union Oil Company of California)
Clean Earth of North Jersey, Inc. (f/k/a S&W Waste, Inc.)
Continental Holdings Inc. (successor, for certain limited purposes, to Continental Can Co.)
Crown Cork & Seal Company, Inc.
E. I. duPont de Nemours & Co.
Exxon Mobil Corporation (for itself and on behalf of ExxonMobil Chemical Company, Mobil Technology Company and ExxonMobil Oil Corporation)
FMC Corporation
General Motors Corporation
Goodall Rubber Company
Gould Electronics Inc.
Hatco Corporation
Loos & Dilworth, Inc.
Mack Trucks, Inc.
Marisol, Inc.
New England Container Company, Inc.
Novelis Corporation (Alcan Aluminum Corp.)
Occidental Chemical Corporation
Owens Corning
Prior Coated Metals, Inc.
Quaker City Inc.
Reichhold, Inc.
Rexam Beverage Can Company (f/k/a American National Can Company, f/k/a National Can Corporation)
Rohm and Haas Company
RÜTGERS Organics Corporation (f/k/a Ruetgers-Nease Corporation, f/k/a Ruetgers-Nease Chemical Company, Inc.)
The Sherwin-Williams Company (and in its capacity as successor to Duron Inc.)
Simpson Paper Company
Southeastern Pennsylvania Transportation Authority (as a body corporate and politic that exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof)
Stepan Company
Stevens Industries, Inc.
Sun Chemical Corporation
Union Carbide Corporation
Wyeth (acting on behalf of itself and its subsidiary Wyeth Pharmaceuticals Inc.)

Appendix F

Settling Non-Performing Defendants

3M Company
American Inks and Coatings Corp.
Avery Dennison Corporation
The Boeing Company
BTA North East Inc. (Isocyanate Products Inc./IPI)
Chevron Environmental Management Company (for itself and on behalf of Union Oil Company of California)
Continental Holdings Inc. (successor, for certain limited purposes, to Continental Can Co.)
FMC Corporation
General Motors Corporation
Goodall Rubber Company
Gould Electronics Inc.
Hatco Corporation
Loos & Dilworth, Inc.
Mack Trucks, Inc.
Marisol, Inc.
New England Container Company, Inc.
Novelis Corporation (Alcan Aluminum Corp.)
Occidental Chemical Corporation
Owens Corning
Prior Coated Metals, Inc.
Reichhold, Inc.
Rexam Beverage Can Company (f/k/a American National Can Company, f/k/a National Can Corporation)
RÜTGERS Organics Corporation (f/k/a Ruetgers-Nease Corporation, f/k/a Ruetgers-Nease Chemical Company, Inc.)
The Sherwin-Williams Company (and in its capacity as successor to Duron Inc.)
Simpson Paper Company
Southeastern Pennsylvania Transportation Authority (as a body corporate and politic that exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof)
Stepan Company
Stevens Industries, Inc.
Sun Chemical Corporation
Union Carbide Corporation
Wyeth (acting on behalf of itself and its subsidiary Wyeth Pharmaceuticals Inc.)

Appendix G

Settling Performing Defendants

American Standard Inc.

Ashland Inc.

Atlantic Richfield Company (on behalf of The Sartomer Company Inc.)

BP Lubricants USA Inc. (as successor in interest to Castrol Heavy Duty Lubricants Inc. and Dryden Oil Co. of Pennsylvania)

Brenntag Northeast Inc. (f/k/a Textile Chemical Co.)

Clean Earth of North Jersey, Inc. (f/k/a S&W Waste, Inc.)

Crown Cork & Seal Company, Inc.

E. I. duPont de Nemours & Co.

Exxon Mobil Corporation (for itself and on behalf of ExxonMobil Chemical Company, Mobil Technology Company and ExxonMobil Oil Corporation)

Quaker City Inc.

Rohm and Haas Company

Appendix H

ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

1. This Environmental Protection Easement and Declaration of Restrictive Covenants is made this ____ day of _____, 20__, by and between _____, ("Grantor"), having an address of _____, and, _____ ("Grantee"), having an address of _____.

WITNESSETH:

2. WHEREAS, Grantor is the owner of a parcel of land located in the county of _____, State of _____, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

3. WHEREAS, the Property is part of the _____ Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on _____, 19__; and

4. WHEREAS, in a Record of Decision dated _____, 20__ (the "ROD"), the EPA Region __ Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

and

5. WHEREAS, with the exception of _____, the remedial action has been implemented at the Site; and

6. WHEREAS, the parties hereto have agreed 1) to grant a permanent right of access over the Property to the Grantee for purposes of implementing, facilitating and monitoring the remedial action; and 2) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and

7. WHEREAS, Grantor wishes to cooperate fully with the Grantee in the implementation of all response actions at the Site;

NOW, THEREFORE:

8. Grant: Grantor, on behalf of itself, its successors and assigns, in consideration of [the terms of the Consent Decree in the case of ____ v. ____, etc.], does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Grantee, and its assigns, with general warranties of title, 1) the perpetual right to enforce said use restrictions, and 2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

9. Purpose: It is the purpose of this instrument to convey to the Grantee real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants.

10. Restrictions on use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land and are binding on the Grantor:

11. Modification of restrictions: The above restrictions may be modified, or terminated in whole or in part, in writing, by the Grantee. If requested by the Grantor, such writing will be executed by Grantee in recordable form.

12. Environmental Protection Easement: Grantor hereby grants to the Grantee an irrevocable, permanent and continuing right of access at all reasonable times to the Property for purposes of:

- a) Implementing the response actions in the ROD, including but not limited to _____;
- b) Verifying any data or information submitted to EPA;

- c) Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
- d) Monitoring response actions on the Site and conducting investigations relating to contamination on or near the Site, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples;
- e) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations; and
- f) Implementing additional or new response actions if the Grantee, in its sole discretion, determines i) that such actions are necessary to protect the environment because either the original remedial action has proven to be ineffective or because new technology has been developed which will accomplish the purposes of the remedial action in a significantly more efficient or cost effective manner; and, ii) that the additional or new response actions will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.

13. Reserved rights of Grantor: Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

14. Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

15. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

16. Notice requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

**NOTICE: THE INTEREST CONVEYED HEREBY IS
SUBJECT TO AN ENVIRONMENTAL PROTECTION
EASEMENT AND DECLARATION OF RESTRICTIVE
COVENANTS, DATED _____, 20__, RECORDED IN
THE PUBLIC LAND RECORDS ON _____, 20__, IN
BOOK _____, PAGE _____, IN FAVOR OF, AND**

ENFORCEABLE BY, THE UNITED STATES OF AMERICA.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

17. Administrative jurisdiction: The federal agency having administrative jurisdiction over the interests acquired by the United States by this instrument is the EPA.

18. Enforcement: The Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the Grantee, and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Grantee under this instrument.

19. Damages: Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public or to the environment protected by this instrument.

20. Waiver of certain defenses: Grantor hereby waives any defense of laches, estoppel, or prescription.

21. Covenants: Grantor hereby covenants to and with the United States and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Exhibit D attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

22. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

To Grantee:

23.

General provisions:

a) Controlling law: The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the law of the state where the Property is located.

b) Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c) Severability: If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d) Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e) No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f) Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

g) Successors: The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and their personal representatives, heirs, successors, and assigns. The term "Grantee", wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantee" and their personal representatives, heirs, successors, and assigns. The rights of the Grantee and Grantor under this instrument are freely assignable, subject to the notice provisions hereof.

h) Termination of Rights and Obligations: A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

This easement is accepted this ____ day of _____, 20__.

UNITED STATES OF AMERICA
U.S. ENVIRONMENTAL PROTECTION
AGENCY

By: _____

Attachments:	Exhibit A	-	legal description of the Property
	Exhibit B	-	identification of proposed uses and construction plans, for the Property
	Exhibit C	-	identification of existing uses of the Property
	Exhibit D	-	list of permitted title encumbrances

Appendix I

Martin Aaron Superfund Site Consent Decree Existing Permitted Liens

1. 1542 Broadway - Block 460, Lot 1
Owner: Martin Aaron, Inc.
Status as of May 9, 2007
Liens:
 - a. New Jersey Spill Compensation Fund - \$390,154.23 with interest (DJ 257592-2003), plus any unpaid portion of NJDEP Past Cost Claims
 - b. New Jersey Spill Compensation Fund - \$390,154.23 with interest (DJ 257593-2003), plus any unpaid portion of NJDEP Past Cost Claims
 - c. United States Environmental Protection Agency
Superfund Lien - \$3,100,000 (MD-000072-2006)
 - d. Camden County Municipal Utilities Authority Lien - \$81,976.84 plus interest - as of 4/4/06
 - e. Tax Liens - City of Camden - 1987-2005
(approximately \$1,200,000 in July 2006 - continuing to accrue principal and interest - now held by the Tax Lien Financing Corporation)
 - f. New Jersey Franchise Tax Liens - 1995, 1996, and 1997
(total through 8-7-06 - \$430.32) Interest accruing
 - g. Utility charges to CCMUA - \$81,976.84 plus interest
 - h. Current Taxes and Utilities
2. 1565-1575 South 6th Street - Block 460, Lot 29
Owner: Ponte Equities, Inc.
Status as of May 9, 2007
Liens:
 - a. Potential Lien for 1990 Short Period Franchise Tax Return
 - b. Current Taxes and Utilities
3. 522 Everett Street - Block 460, Lot 2
Owner: Estate of George Ackerle and Calogera Ackerle
Status as of May 9, 2007
Liens:
 - a. Current Tax and Utilities

4. 1500 Broadway - Block 460, Lot 4
Owner: Estate of George Ackerle and Calogera Ackerle
Status as of May 9, 2007
Liens:

a. Current Taxes and Utilities

5. Broadway and Jackson Street - Block 460, Lots 3 and 26
Owner: Thomas Hoversen and Karen G. Hoversen, h/w
Status as of May 9, 2007
Liens:

a. Mortgage dated September 27, 1993 in favor of Grow America Fund, Inc., in the principal amount of \$750,000, recorded September 28, 1993 in MB 4066, p. 44, plus related Assignment of Leases and Rents

b. Mortgage dated September 30, 1998 originally in favor of Cooperative Business Assistance Corporation, in an unlisted principal amount, recorded October 22, 1998 in MB 4975, p. 463, plus related Collateral Assignment of Contracts, Agreement for Subordination and Assignment of Lease, and Assignment of Leases and Rents

c. Current Taxes and Utilities

Appendix J

CERCLA Financial Assurance Sample Letter of Credit

[Letterhead of Issuing Bank]

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [_____]

ISSUANCE DATE: [_____]

MAXIMUM AMOUNT: [U.S.\$_____]

BENEFICIARY:

U.S. Environmental Protection Agency
c/o George Pavlou
Director, Emergency and Remedial Response
Division, EPA Region 2
290 Broadway, 19th Fl.
New York, New York 10007-1866

APPLICANT:

[Name of Settling Defendant]

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. [_____] in your favor, at the request and for the account of the Applicant, [Insert name of Settling Defendant], in the amount of exactly [in words] U.S. dollars (\$_____) (the "Maximum Amount"). We hereby authorize you, the U.S. Environmental Protection Agency (the "Beneficiary"), to draw at sight on us, [Insert name and address of issuing bank], an aggregate amount equal to the Maximum Amount upon presentation of:

- (1) your sight draft, bearing reference to this Letter of Credit No. [_____] (which may, without limitation, be presented in the form attached hereto as Exhibit A); and
- (2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to the Consent Decree for Performance of Phase 1 of the Remedial Action for the Martin Aaron Superfund Site, dated _____, 20__, by and among the United States and _____, entered into by the parties thereto in accordance with the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)."

This letter of credit is effective as of [insert issuance date] and shall expire on [a date at least 1 year later], but such expiration date shall be automatically extended for a period of [at least 1 year] on [the date which is at least 1 year later] and on each successive expiration date, unless, at

least one hundred twenty (120) days before the current expiration date, we notify both you and Applicant by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, the date which falls ninety (90) days after the date of receipt by you of our notification, as shown on a signed return receipt, shall be deemed the "Draw Trigger Date." Commencing on and continuing for a period of thirty (30) days (or, if longer, the period of time remaining from the Draw Trigger Date until the date of cancellation of this Letter of Credit as identified in our notification) after the Draw Trigger Date, any unused portion of the credit evidenced hereby shall be immediately available to you upon presentation of your sight draft (and without the need for the signed statement identified in Item (2) above), along with your signed statement representing that Applicant has not established a replacement financial assurance mechanism pursuant to and in accordance with the terms of the Consent Decree.

Multiple and partial draws on this letter of credit are expressly permitted, up to an aggregate amount not to exceed the Maximum Amount. Whenever this letter of credit is drawn on, under, and in compliance with the terms hereof, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft in immediately available funds directly into such account or accounts as may be specified in accordance with your instructions.

All banking and other charges under this letter of credit are for the account of the Applicant.

This letter of credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits, published and copyrighted by the International Chamber of Commerce.

Very Truly Yours,

[Name and address of issuing institution]

[Signature(s), name(s), and title(s) of official(s) of issuing institution]

[Date]

Exhibit A - Form of Sight Draft

United States Environmental Protection Agency

Sight Draft

TO: [Insert name of Issuing Bank]
[Insert address of Issuing Bank]
[]
[]

RE: Letter of Credit No. []

DATE: [Insert date that draw is made]

TIME: [Insert time of day that draw is made]

This draft is drawn under your Irrevocable Letter of Credit No. []. Pay to the order of the United States Environmental Protection Agency, in immediately available funds, the amount of [in words] U.S. Dollars (U.S.\$[]) or, if no amount certain is specified, the total balance remaining available under your Irrevocable Letter of Credit No. [].

Pay such amount as is specified in the immediately preceding paragraph by FedWire Electronic Funds Transfer ("EFT") to the Martin Aaron Superfund Site Special Account within the EPA Hazardous Substance Superfund in accordance with current EFT procedures, referencing:

- i. Amount of Payment;
- ii. Title of Federal Reserve Bank account to receive the payment: EPA;
- iii. Address of Federal Reserve Bank account to receive the payment: 33 Liberty Street, New York, NY 100045;
- iv. Account code for Federal Reserve Bank account receiving the payment: 68010727;
- v. Federal Reserve Bank ABA Routing Number: 021030004;
- vi. Name of Party making payment;
- vii. A message in Field Tag 4200 of the EFT that reads "D 68010727 Environemntal Protection Agency;"
- viii. EPA Region and Site Spill ID Number 02/MN;
- ix. DOJ Case Number 90-11-3-08678; and
- x. Case Docket Number _____.

[The wiring instructions and information are subject to change.]

This Sight Draft has been duly executed by the undersigned, an authorized representative or agent of the United States Environmental Protection Agency, whose signature hereupon constitutes an endorsement.

By: _____ [signature]

_____ [name]

_____ [title]

Appendix K

TRUST AGREEMENT

Martin Aaron Superfund Site

Dated: _____, 2007

This Trust Agreement (this "Agreement") is entered into as of [date] by and between the Settling Performing Defendants Group under the Consent Decree for Performance of Phase 1 of the Remedial Action for the Martin Aaron Superfund Site, an association (the "Grantor"), organized and existing under the laws of the State of New Jersey, and [name of trustee], a [insert "corporation," "banking organization," "association," etc.] organized and existing under the laws of the State of [_____] (the "Trustee").

Whereas, the United States Environmental Protection Agency ("EPA"), an agency of the United States federal government, and the Grantor have entered into the Consent Decree for Performance of Phase 1 of the Remedial Action for the Martin Aaron Superfund Site, United States of America v. [_____] , Civil Action No. [_____] , (hereinafter the "Consent Decree");

Whereas, the Consent Decree provides that the Grantor shall provide assurance that funds will be available as and when needed for performance of the Phase 1 Work ("Work") required by the Consent Decree;

Whereas, in order to provide a certain percentage of such financial assurance, Grantor has agreed to establish and fund the trust created by this Agreement; and

Whereas, the Grantor, acting through its duly authorized representatives, has selected the Trustee to be the trustee under this Agreement, and the Trustee has agreed to act as trustee hereunder.

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Beneficiary" shall have the meaning assigned thereto in Section 3 of this Agreement.

(b) The term "Business Day" means any day, other than a Saturday or a Sunday, that banks are open for business in Newark, NJ, USA.

(c) The term "Claim Certificate" shall have the meaning assigned thereto in Section 4(a) of this Agreement.

(d) The term "Fund" shall have the meaning assigned thereto in Section 3 of this Agreement.

(e) The term "Grantor" shall have the meaning assigned thereto in the first paragraph of this Agreement.

(f) The term "Objection Notice" shall have the meaning assigned thereto in Section 4(b) of this Agreement.

(g) The term "Site" shall have the meaning assigned thereto in Section 2 of this Agreement.

(h) The term "Trust" shall have the meaning assigned thereto in Section 3 of this Agreement.

(i) The term "Trustee" shall mean the trustee identified in the first paragraph of this Agreement, along with any successor trustee appointed pursuant to the terms of this Agreement.

(j) The term "Work" shall have the meaning assigned to the definition of "Phase 1 Work" in the Consent Decree.

Section 2. Identification of Facilities and Costs. This Agreement pertains to costs for Work required at the Martin Aaron Superfund Site in Camden County, New Jersey (the "Site"), pursuant to the above referenced Consent Decree.

Section 3. Establishment of Trust Fund. The Grantor and the Trustee hereby establish a trust (the "Trust"), for the benefit of EPA (the "Beneficiary"), to assure that funds are available to pay for performance of a certain percentage of the Work in the event that Grantor fails to conduct or complete the Work required by, and in accordance with the terms of, the Consent Decree. The Grantor and the Trustee intend that no third party shall have access to monies or other property in the Trust except as expressly provided herein. The Trust is established initially as consisting of funds in the amount of [] U.S. Dollars (\$). Such funds, along with any other monies and/or other property hereafter deposited into the Trust, and together with all earnings and profits thereon, are referred to herein collectively as the "Fund." The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor owed to the United States.

Section 4. Payment for Work Required Under the Consent Decree. The Trustee shall make payments from the Fund in accordance with the following procedures.

(a) From time to time, the Grantor and/or its representatives or contractors may request that the Trustee make payment from the Fund for Work performed under the Consent Decree by delivering to the Trustee and EPA a written invoice and certificate (together, a "Claim Certificate") signed by an officer of the Grantor (or the relevant representative or contractor) and certifying:

(i) that the invoice is for Work performed at the Site in

accordance with the Consent Decree;

(ii) a description of the Work that has been performed, the amount of the claim, and the identity of the payee(s); and

(iii) that the Grantor has sent a copy of such Claim Certificate to EPA, both to the EPA attorney and the EPA RPM at their respective addresses shown in this Agreement, the date on which such copy was sent, and the date on which such copy was received by EPA as evidenced by a return receipt (which return receipt may be written, as in the case of overnight delivery, certified mail, or other similar delivery methods, or electronic, as in the case of e-mail, facsimile, or other similar delivery methods).

(b) EPA may object to any payment requested in a Claim Certificate submitted by the Grantor (or its representatives or contractors), in whole or in part, by delivering to the Trustee a written notice (an "Objection Notice") within thirty (30) days after the date of EPA's receipt of the Claim Certificate as shown on the relevant return receipt. An Objection Notice sent by EPA shall state (i) whether EPA objects to all or only part of the payment requested in the relevant Claim Certificate; (ii) the basis for such objection, (iii) that EPA has sent a copy of such Objection Notice to the Grantor and the date on which such copy was sent; and (iv) the portion of the payment requested in the Claim Certificate, if any, which is not objected to by EPA, which undisputed portion the Trustee shall proceed to distribute in accordance with Section 4(d) below. EPA may object to a request for payment contained in a Claim Certificate only on the grounds that the requested payment is either (x) not for the costs of Work under the Consent Decree or (y) otherwise inconsistent with the terms and conditions of the Consent Decree.

(c) If the Trustee receives a Claim Certificate and does not receive an Objection Notice from EPA within the time period specified in Section 4(b) above, the Trustee shall, after the expiration of such time period, promptly make the payment from the Fund requested in such Claim Certificate.

(d) If the Trustee receives a Claim Certificate and also receives an Objection Notice from EPA within the time period specified in Section 4(b) above, but which Objection Notice objects to only a portion of the requested payment, the Trustee shall, after the expiration of such time period, promptly make payment from the Fund of the uncontested amount as requested in the Claim Certificate. The Trustee shall not make any payment from the Fund for the portion of the requested payment to which EPA has objected in its Objection Notice.

(e) If the Trustee receives a Claim Certificate and also receives an Objection Notice from EPA within the time period specified in Section 4(b) above, which Objection Notice objects to all of the requested payment, the Trustee shall not make any payment from the Fund for amounts requested in such Claim Certificate.

(f) If, at any time during the term of this Agreement, EPA implements a "Work Takeover" pursuant to the terms of the Consent Decree and intends to direct

payment of monies from the Fund to pay for performance of Work during the period of such Work Takeover, EPA shall notify the Trustee in writing of EPA's commencement of such Work Takeover. Upon receiving such written notice from EPA, the disbursement procedures set forth in Sections 4(a)-(e) above shall immediately be suspended, and the Trustee shall thereafter make payments from the Fund only to such person or persons as the EPA may direct in writing from time to time for the sole purpose of providing payment for performance of Work required by the Consent Decree. Further, after receiving such written notice from EPA, the Trustee shall not make any disbursements from the Fund at the request of the Grantor, including its representatives and/or contractors, or of any other person except at the express written direction of EPA. If EPA ceases such a Work Takeover in accordance with the terms of the Consent Decree, EPA shall so notify the Trustee in writing and, upon the Trustee's receipt of such notice, the disbursement procedures specified in Sections 4(a)-(e) above shall be reinstated.

(g) While this Agreement is in effect, disbursements from the Fund are governed exclusively by the express terms of this Agreement.

Section 5. Trust Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with directions which the Grantor may communicate in writing to the Trustee from time to time, except that:

(a) securities, notes, and other obligations of any person or entity shall not be acquired or held by the Trustee with monies comprising the Fund, unless they are securities, notes, or other obligations of the U.S. federal government or any U.S. state government or as otherwise permitted in writing by the EPA;

(b) the Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent such deposits are insured by an agency of the U.S. federal or any U.S. state government; and

(c) the Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 6. Commingling and Investment. The Trustee is expressly authorized in its discretion to transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions hereof and thereof, to be commingled with the assets of other trusts participating therein.

Section 7. Express Powers of Trustee. Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(b) to register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. federal government or any U.S. state government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund; and

(c) to deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the U.S. federal government.

Section 8. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund shall be paid from the Fund. All other expenses and charges incurred by the Trustee in connection with the administration of the Fund and this Trust shall be paid by the Grantor.

Section 9. Annual Valuation. The Trustee shall annually, no more than thirty (30) days after the anniversary date of establishment of the Fund, furnish to the Grantor and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The annual valuation shall include an accounting of any fees or expenses levied against the Fund. The Trustee shall also provide such information concerning the Fund and this Trust as EPA may request from time to time.

Section 10. Advice of Counsel. The Trustee may from time to time consult with counsel with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder; provided, however, that any counsel retained by the Trustee for such purposes may not, during the period of its representation of the Trustee, serve as counsel to the Grantor.

Section 11. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing with the Grantor and as notified in writing to the Beneficiary.

Section 12. Trustee and Successor Trustee. The Trustee and any replacement Trustee must be approved in writing by EPA and must not be affiliated with the Grantor. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee approved in writing by EPA and this successor accepts such appointment. The successor trustee shall have the same powers and duties as those

conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to EPA or a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the Fund and the Trust in a writing sent to the Grantor, the Beneficiary, and the present Trustee by certified mail no less than 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 8.

Section 13. Instructions to the Trustee. All instructions to the Trustee shall be in writing; signed by such persons as are empowered to act on behalf of the entity giving such instructions. The Trustee shall be fully protected in acting without inquiry on such written instructions given in accordance with the terms of this Agreement. The Trustee shall have no duty to act in the absence of such written instructions, except as expressly provided for herein.

Section 14. Amendment of Agreement. This Agreement may be amended only by an instrument in writing executed by the Grantor and the Trustee, and with the prior written consent of EPA.

Section 15. Irrevocability and Termination. This Trust shall be irrevocable and shall continue until terminated upon the earlier to occur of (a) the written direction of EPA to terminate, consistent with the terms of the Consent Decree and (b) the complete exhaustion of the Fund comprising the Trust as certified in writing by the Trustee to EPA and the Grantor. Upon termination of the Trust pursuant to Section 15(a), all remaining trust property (if any), less final trust administration expenses, shall be delivered to the Grantor.

Section 16. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct made by the Trustee in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 17. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of New Jersey.

Section 18. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 19. Notices. All notices and other communications given under this agreement shall be in writing and shall be addressed to the parties as follows or to such other address as the parties shall by written notice designate:

(a) If to the Grantor, to

Louis M. DeStefano, Esq.
Buchanan Ingersoll & Rooney PC
550 Broad Street, Suite 810
Newark, New Jersey 07102

(b) If to the Trustee, to [_____].

(c) If to EPA, to

New Jersey Remediation Branch
Emergency and Remedial Response Division
U.S. EPA, Region 2
290 Broadway
New York, New York 10007-1866
Attention: Martin Aaron Site Remedial Project Manager

New Jersey Superfund Branch
Office of Regional Counsel
U.S. EPA, Region 2
290 Broadway
New York, New York 10007-1866
Attention: Martin Aaron Site Attorney

[Remainder of page left blank intentionally.]

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized and attested as of the date first above written:

SETTLING PERFORMING DEFENDANTS GROUP UNDER THE CONSENT DECREE FOR PERFORMANCE OF PHASE 1 OF THE REMEDIAL ACTION FOR THE MARTIN AARON SUPERFUND SITE

By: _____ [Signature]

Printed Name:

Title:

State of New Jersey

County of _____

On this [date], before me personally came [name of Grantor official], to me known, who, being by me duly sworn, did depose and say that she/he is [title] of the Settling Performing Defendants Group under the Consent Decree for Performance of Phase 1 of the Remedial Action for the Martin Aaron Superfund Site, the association described in and which executed the above instrument; and that she/he signed her/his name thereto.

_____ [Signature of Notary Public]

Notary Public

TRUSTEE

_____ [Signature of Trustee]

Printed Name:

Title:

State of _____

County of _____

On this [date], before me personally came [name of Trustee official], to me known, who, being by me duly sworn, did depose and say that she/he is [title] of [corporation], the corporation described in and which executed the above instrument; and that she/he signed her/his name thereto.

_____ [Signature of Notary Public]

Notary Public

Appendix L

MARTIN AARON SUPERFUND SITE PHASE I TRUST FUND AGREEMENT

THIS TRUST AGREEMENT is made as of this _____ day of _____, 2007, by and among the Settling Performing Defendants ("Performing Defendants" or "Respondents"), whose authorized representatives have executed this Agreement, and *de maximis, inc.* ("Trustee"), whose authorized representative has executed this Agreement;

WHEREAS Performing Defendants have agreed to fund and implement the Phase 1 Work pursuant to the Consent Decree with respect to the Martin Aaron Superfund Site (the "Site"), located in the City of Camden, County of Camden, New Jersey in accordance with the Record of Decision ("ROD") for the Site; and

NOW THEREFORE, the Trustee hereby agrees it will receive, hold, disburse, invest and reinvest the Monies contributed to the trust established herein ("Trust"), subject to the terms, provisions and conditions hereinafter set forth:

1. DEFINITIONS

1.1 The term "Consent Decree" shall mean the Consent Decree for Performance of Phase 1 of the Remedial Action for the Martin Aaron Superfund Site (copy attached as Appendix A) with respect to the Site.

1.2 The term "Site" shall have the meaning assigned to the term "Site" in the Consent Decree.

1.3 The term "Trustee" shall mean *de maximis, inc.*, and any successor or successors who acts as Trustee hereunder.

1.4 The term "Respondents" shall mean, collectively, those entities whose authorized representatives have executed this Agreement, who are the Settling Performing Defendants listed in Appendix G of the Consent Decree.

1.5 The term "Executive Committee" or "EC" shall mean the group of individuals selected by the Respondents to oversee the completion of the Work and to deal with the Trustee, as provided herein. The initial EC has been selected by the Respondents on or before the Effective Date of this Trust Agreement.

1.6 The term "ROD" shall mean the EPA Record of Decision documenting EPA's selection of the remedial action for the Site which was signed on September 30, 2005, by the Regional Administrator, EPA Region 2, and all attachments thereto.

1.7 The term the "Work" shall mean the "Phase I Work" as defined in the Consent Decree.

1.8 The term "Contractor" shall mean a qualified person or entity selected by the EC to perform Work and not disapproved by the EPA.

1.9 The term "EPA" shall mean the United States Environmental Protection Agency.

1.10 The term "Grantors" shall mean the Respondents.

1.11 The term "Trust" shall refer to the trust established by this Agreement.

2. NAME AND PURPOSE OF THE TRUST.

This Trust establishes the Martin Aaron Superfund Site Trust Fund (the "Fund"). The corpus of the Trust is the Fund. The purpose of the Fund is to obtain, hold, invest, and disburse funds necessary to complete the Work.

All property contributed to this Trust will be contributed by the Grantors and all income and principal of the Trust shall be held and administered for or distributed to the Grantors subject to the duties and powers of the Trustee. The Grantors and the Trustee intend that the Trust will be an "Environmental Remediation Trust" pursuant to section 301.7701-4 of the United States Tax Code and that all Trust income, deductions and credits shall be attributable to the Grantors for federal income tax purposes. The tax status of the Trust shall be determined in accordance with applicable tax law.

3. CONTRIBUTION TO THE FUND.

3.1 **Initial Payments into the Fund.** Respondents have agreed to make initial contributions to the Fund in accordance with the schedule in Appendix B, attached hereto. The Fund will be established upon receipt of the initial contributions.

3.2 **Additional Payments to the Fund.** Respondents remain obligated to ensure that the Fund is sufficient to complete the Work. Upon request, based upon cash flow projections provided by the EC, the Trustee shall provide the EC with an accounting which may include an estimate of additional contributions to the Fund necessary to maintain sufficient assets to satisfy the purpose of this Trust as set forth in Section 2 herein. As between themselves, Respondents are obligated to contribute to the Fund established by this Trust Agreement, according to its terms, in the amounts and percentages detailed in that certain Amended and Restated Group Agreement by and among the Respondents dated _____, 2007.

(a) Within sixty (60) days of the Trustee's appointment and every ninety (90) days thereafter, the Trustee shall submit to the EC financial reports that include cash flow projections, based upon cash flow projections provided by the EC, showing the level of funds that will be

necessary to pay for the obligations of Respondents under the Consent Decree for the next ninety (90) days and the amount of money currently in the Fund. If the amount of money in the Fund is less than the amount projected in the Trustee's report to be needed for the next ninety (90) days, Respondents shall, within thirty (30) days of issuance of the Trustee's report, deposit into the Trust Fund amounts sufficient to bring the level of the Fund up to that projected amount. Respondents shall, in any event, make payments to the Fund to the extent necessary to ensure the uninterrupted progress and timely completion of the Work.

(b) Notwithstanding any other provision of this Agreement, if the EC determines that an additional contribution is required to ensure the uninterrupted progress and timely completion of the Work, the EC shall certify the amount of such additional contribution to the Trustee. Respondents shall make the necessary payments to the Fund within thirty (30) days thereafter.

(c) All proceeds received by the Respondents pursuant to Paragraphs 58 and 59 of the Consent Decree shall be paid into the Fund. In addition to the Trustee's other obligations under this Trust Agreement, upon receipt of any funds pursuant to Paragraph 58 of the Consent Decree, the Trustee shall use all such funds in conformity with the provisions of Paragraph 58 of the Consent Decree, and upon receipt of any funds pursuant to Paragraph 59 of the Consent Decree, the Trustee shall use all such funds in conformity with the provisions of Paragraph 59 of the Consent Decree.

3.3 Shortfall. In the event that any Respondent fails to make any contribution in a timely fashion in accordance with this Agreement, the Trustee shall promptly notify the Respondents' Executive Committee. Pending collection of such shortfall by the Trustee, Respondents shall supply the amount of the shortfall to the Fund.

3.4 Nature of Contributions. All contributions by the Respondents to the Trustee for the Fund shall be made in immediately available funds. All such contributions, together with the earnings thereon, shall be held as a trust fund for the payment of the costs and expenses to be incurred by the Trustee on behalf of the Trust herein provided.

3.5 No Transferability of Interest; Successors and Assigns. Any interest of any of the Respondents herein, and their obligation to provide funds under this Section, is not transferable, except to a successor corporation or corporations, and any such transferee corporation shall assume the obligations of the transferring Respondents by executing such documents as the Trustee may require. This Trust Agreement shall be binding upon successors and assigns of the Respondents. No assignment or delegation of the obligation to make any payment hereunder will release the assigning Respondent of such obligation.

4. DISPOSITIVE PROVISIONS.

4.1 Payment from the Fund. During the term of this Trust, the Trustee shall make payments from the Fund as directed by the EC in order to pay all bills and invoices approved for payment in writing by the EC. Bills and invoices to be paid by the Trustee after approval by the

EC include, but are not limited to, bills from Contractor(s) and bills for response, oversight or administration costs incurred with respect to the Site by or on behalf of the Respondents.

4.2 No Authority to Conduct Business. The purpose of the Fund is limited to the matters set forth in Sections 2 and 3 hereof, and this Agreement shall not be construed to confer upon the Trustee any authority to carry on any business or activity for profit or to divide the gains therefrom among the Respondents or any of them.

4.3 Time of Termination of Trust. This Trust shall terminate upon the latter of certification by EPA of completion of the Phase 1 Work at the Site pursuant to Section 51 of the Consent Decree or distribution of the Fund pursuant to Section 4.4 hereof.

4.4 Distribution of Fund Upon Termination. Upon certification by EPA of completion of the Phase 1 Work at the Site pursuant to Section 51 of the Consent Decree, the Trustee shall liquidate the assets of the Fund and, notwithstanding Section 4.2 hereof, thereupon distribute the remaining trust property, including all accrued accumulated and undistributed net income, to each of the Respondents so as to correct their total respective contributions to the Fund to reflect their individual percentage obligations set out at Section 3.2 of this Agreement. If any Respondent shall have defaulted with respect to its obligations hereunder and shall remain in default at the time of termination hereunder, or if any Respondent, or its successor, cannot be located within sixty (60) days after the termination date after diligent effort, the share of such defaulting or missing Respondent shall be deemed to be forfeited, and the Trustee shall distribute such forfeited share to the remaining Respondents in proportion to their respective contributions to the Fund during the term of the Trust.

4.5 Alterations, Amendments, and Renovation. This Trust Agreement may be altered, amended, or revoked from time to time by an instrument in writing executed by the Trustee and by the Respondents. No such alteration, amendment, or revocation may conflict with or modify in any respect the responsibilities of the Respondents pursuant to the Consent Decree, and no such alteration, amendment, or revocation may conflict with the requirements of Paragraphs 58 and 59 of the Consent Decree. Until such time as all funds provided under Paragraphs 58 and 59 of the Consent Decree have been expended, the Respondents shall provide copies of any instruments altering, amending or revoking this Trust Agreement to the United States and EPA at the addresses specified in Section XXVI (Notices and Submission) of the Consent Decree within fifteen (15) days of the execution thereof.

5. TRUST MANAGEMENT

The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested in one or more accounts which shall be treated as a single fund without distinction between principal and income. Such investments shall be made in accordance with reasonable guidelines and direction provided to the Trustee by the Respondents' Executive Committee. All investments shall be made so as to at all times provide sufficient liquidity to meet the anticipated cash needs of the Fund. In investing, reinvesting, exchanging and selling the assets of the Fund,

the Trustee shall discharge its duty with respect to the Fund in the sole interest of the accomplishment of the purposes and objectives of this Trust Agreement. The Trustee, upon the request of the EC, may engage the services of an investment advisor or manager. The Trustee shall not be personally liable for any action or inaction taken in good faith reliance on the advice of such advisor or manager, nor for delegation in good faith of investment decision-making authority to such advisor or manager. The Trustee shall keep or arrange to be kept an accounting of all contributions to and disbursements from the Fund. The Trustee is not responsible for any loss of income or principal with respect to any investments made in accordance with this Agreement except for its negligence or willful misconduct.

6. EXPRESS POWERS OF TRUSTEE.

Without limiting the powers and discretion conferred upon the Trustee by any other provisions of this Trust Agreement or by law, the Trustee is expressly authorized and empowered as follows:

6.1 **Payment of Expenses of Administration.** To incur and pay any and all charges, taxes, and expenses upon or connected with the Fund in the discharge of its fiduciary obligations under this Agreement. All such payments shall be made using the assets of the Fund.

6.2 **Retention of Property.** To hold and retain all or any part of the Fund in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable, notwithstanding that the same may not be authorized by the laws of any state or rules of any court for the investment of trust funds, and without any liability for any loss of principal or income by reason of such retention.

6.3 **Preservation of Principal.** Notwithstanding any other provision in this Agreement, at all times during the term of this Agreement, to hold, invest and reinvest the assets of the Fund, as directed by the EC, in a manner designed to preserve the accrued income and principal of the Fund for the purposes of the Fund.

6.4 **Retention of Investment Advisor and Other Consultants.** To engage the services of (and pay reasonable compensation to) an investment advisor, accountants, agents, managers, or other consultants with respect to the management of investments of the Fund, the management of the Fund, or any other matters.

6.5 **Execution of Documents or Transfer.** To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

6.6 **Extension of Obligations and Negotiations of Claims.** To renew or extend the time of payments of any obligation payable to or by the Fund for such periods of time and on such terms as determined by the EC and to compromise or otherwise adjust all claims in favor of or against the Fund.

6.7 **Litigation.** To institute and defend litigation on behalf of and in the name of the Fund at the direction of the EC and upon assurance of reasonable indemnity by the Respondents.

6.8 **Execution of Contracts and Agreements.** To make, execute, acknowledge and deliver, as Agent for the Trust, any and all contracts or agreements as may be specifically authorized in this Trust Agreement and otherwise at the direction of the EC.

6.9 **Authority of Trustee.** To do any and all other acts which it shall deem proper to effectuate the purpose hereof and to exercise the powers specifically conferred upon it by this Trust Agreement.

7. ADVICE OF COUNSEL.

The Trustee may from time to time consult with counsel, who may be counsel to the Respondents or any of them, with respect to any question arising as to compliance with the Consent Decree or this Trust Agreement. The Trustee shall be fully protected, to the extent permitted by law, in acting in reliance upon the advice of counsel and shall be reimbursed for its reasonable legal fees.

8. TRUSTEE COMPENSATION.

Trustee shall be entitled to reasonable compensation for its services as a Trustee under this Trust Agreement, including reimbursement for expenses, reasonably incurred by it in the performance of its duties as Trustee. Fees of Trustee shall be in accordance with a schedule of such fees to be provided to and approved by the EC prior to execution of this Trust Agreement.

9. APPOINTMENT OF SUCCESSOR TRUSTEE(S).

9.1 Trustee may resign at any time by delivering its resignation, in writing, to the EC, such resignation to take effect ten (10) days after receipt by those parties.

9.2 The EC may remove the Trustee at any time, by delivering notice of such removal in writing to the Trustee, such removal to take effect thirty (30) days thereafter.

9.3 In the event of the bankruptcy, insolvency, death, disability, resignation or removal, as provided above, of the then Trustee, a successor Trustee: (1) shall become Trustee, (2) shall have all of the rights, powers, duties, authority, and privileges as if initially named as a Trustee hereunder; and (3) shall thereupon be vested with title to the Trust without the necessity of any conveyance or instrument.

9.4 Any successor Trustee shall be designated by the EC.

9.5 Acceptance of appointment as a new successor Trustee shall be in writing and

shall be effective upon delivery to the EC.

9.6 In the event that a successor Trustee has been appointed prior to the expenditure of all funds required to be expended pursuant to Paragraphs 58.c and 59.a of the Consent Decree, a copy of the acceptance of the appointment of the successor Trustee shall be provided to the United States and EPA at the addresses specified in Section XXVI (Notices and Submission) of the Consent Decree.

10. INSTRUCTIONS TO THE TRUSTEE.

Notwithstanding any provision herein to the contrary, the Trustee is hereby directed to do the following in addition to other duties set forth in other provisions in this Trust Agreement:

10.1 **Quarterly Reports.** Have prepared quarterly financial reports describing the manner in which all of the assets of the Fund are then invested and the current market value of such assets, as well as the obligations, income, and expenses of the Fund (Trust). Copies of such reports shall be transmitted in writing to the EC.

10.2 **Annual Statements.** Have prepared annual financial statements describing the manner in which all of the assets of the Fund are then invested and the current market value of such assets, as well as the obligations, income, and expenses of the Fund and annual K-1 IRS Forms. All financial statements shall be prepared on an annual accrual basis, and shall be in accordance with Generally Accepted Accounting Principles, applied on a consistent basis. Copies of such statements shall be transmitted in writing to the EC.

10.3 **Counsel.** Advise, consult and confer with and otherwise inform the EC with respect to matters arising out of this Trust Agreement, administration of the Fund, or any other matter which the Trustee, in its discretion, deems appropriate to bring to the attention of the EC.

10.4 **Records.** Maintain records of all actions taken by the Trustee with respect to matters arising out of this Trust Agreement or administration of the Fund. Copies of said records shall be provided to the EC upon request, and upon termination of this Trust said records shall be transmitted, together with all other records of the Trustee, to the EC.

The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any member of the EC has occurred.

11. INDEMNIFICATION

11.1 **Indemnity.** The Trustee acts as Trustee only and not personally. For any contract, obligation or liability made or incurred by the Trustee in good faith, all persons shall look solely to the Fund and not the Trustee personally. The Trustee shall not incur any liability personal or corporate, of any nature in connection with any act or omission, made in good faith, of the

Trustee or the Respondents in the administration of the Fund or otherwise pursuant to this Trust Agreement. The Trustee shall be indemnified and held harmless by the Fund and jointly and severally by the Respondents. This indemnification and hold harmless provision shall cover all expenses reasonably incurred by the Trustee in defense of the aforementioned acts or omissions of the Trustee or the Respondents. Except for the payment of all expenses reasonably incurred, this indemnification shall not apply to any liability arising from a criminal proceeding where the Trustee had reasonable cause to believe that the conduct in question was unlawful.

11.2 **Survival.** This section shall survive the termination of the Trust.

12. **INTERESTS NOT ASSIGNABLE OR SUBJECT TO CLAIMS OR CREDITORS.**

The interest of any Respondent in the Fund shall not be subject to anticipation or assignment nor subject to the claims of any creditor of any Respondent, and any interest reserved to any Respondent shall be made available to the Respondent only upon termination of this Trust pursuant to Section 4 herein.

13. **CHOICE OF LAW.**

This Trust Agreement shall be administered, construed, and enforced according to the laws of the State of New Jersey, except to the extent that the Trustee's acts are necessarily governed by the laws of the State of Tennessee and except to the extent that federal law shall apply to questions arising under the Internal Revenue Code and under the Comprehensive Environmental Response, Compensation and Liability Act, or the National Contingency Plan promulgated thereunder.

14. **INTERPRETATION.**

As used in this Trust Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive heading for each Section and Subsection of this Trust Agreement shall not affect the interpretation or the legal efficacy of this Trust Agreement. It is agreed that neither the act of entering into this Trust Agreement nor any contribution to the Fund nor any action taken under this Trust Agreement shall be deemed to constitute an admission of any liability or fault on the part of the Trustee or the Respondents, or any of them, with respect to the Site or otherwise, nor does it constitute a commitment or agreement, either expressed or implied, by any or all of them to undertake any further activities outside the scope of the Work.

15. **SEPARATE DOCUMENTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. NOTICE.

Any notice required herein shall be given in writing to the signatories hereto, or to their respective designee or designees.

17. EFFECTIVE DATE.

This Agreement shall become effective as of the day and year first written above.

WITNESS the execution hereof by the Trustee:

By: _____, Trustee
For de maximis, inc., Trustee

Name of Signatory: _____

Title of Signatory: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

WITNESS the execution hereof by the authorized representative of _____

By: _____

Name of Signatory: _____

Title of Signatory: _____

Company Taxpayer Identification Number: _____

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____